

APPENDIX C

FIGURE 1-1. SITE LOCATION MAP

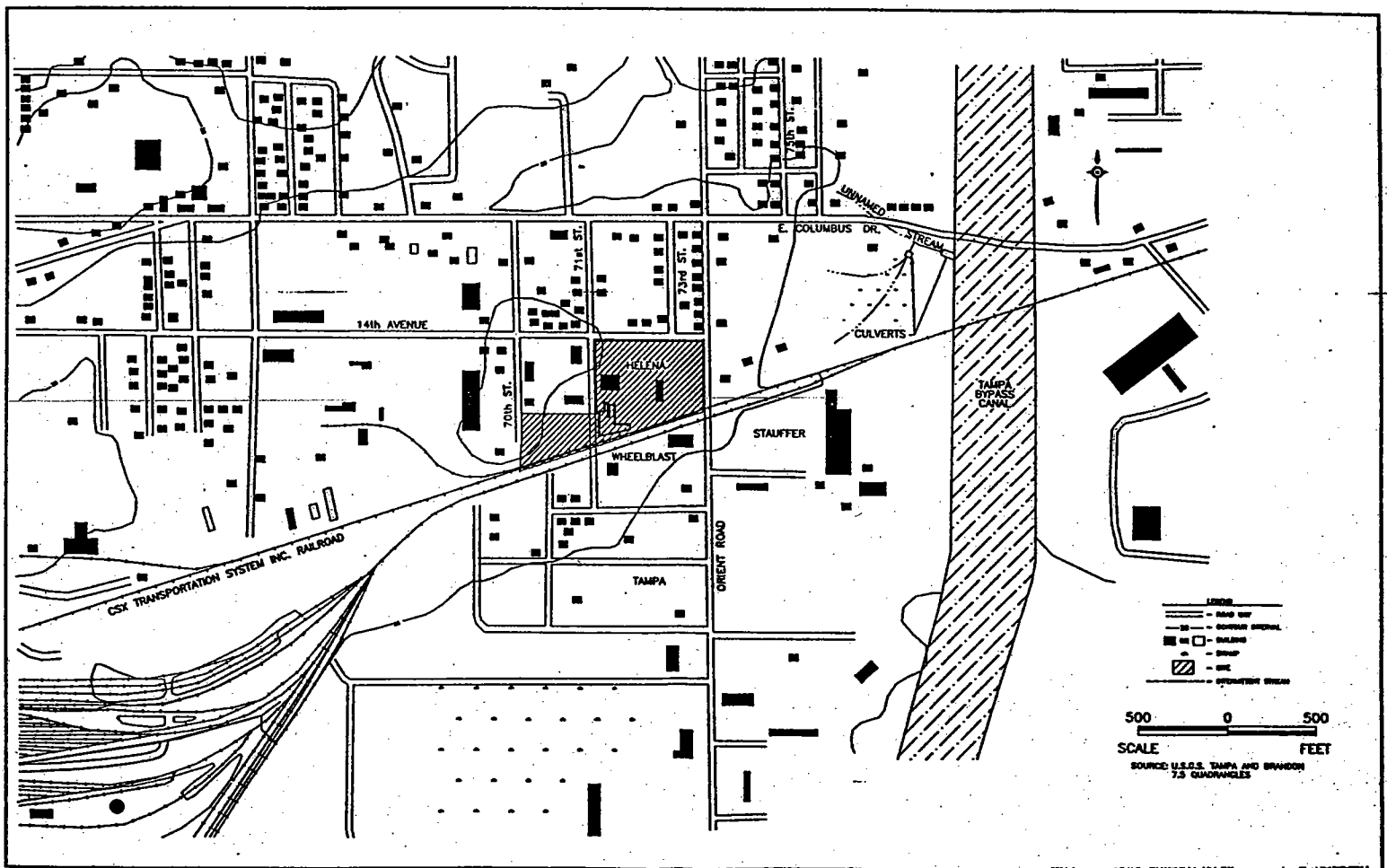
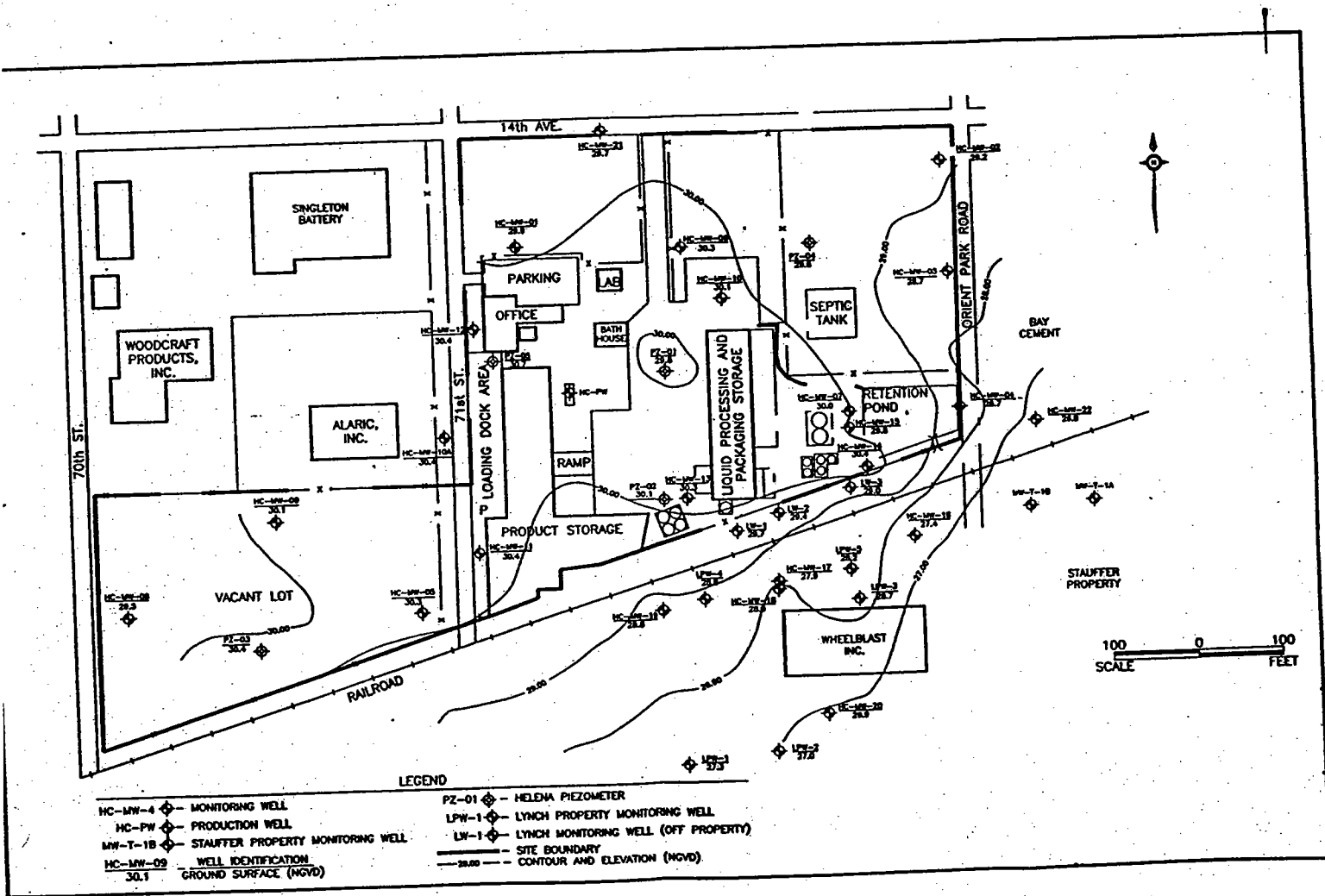


FIGURE 1-2. TOPOGRAPHIC MAP



January 17, 1983

Helena Chemical Company
2405 N 71st Street
Tampa, Florida 33609

ATTENTION: Mr. Gary Bond

RE: Appraisal - Helena Chemical Co.
2405 N 71st Street
Tampa, Florida 33609

Dear Mr. Bond,

Pursuant to your verbal authorization, the undersigned Appraiser hereby certifies that he has personally examined subject property legally described as:

Lot 32 and that part of Lot 33 lying North of Seaboard Coastline Railroad Plan of Bunchville or Buche's Subdivision as recorded in Deed Book G, page 203 and the East 184.3 feet of Lot 1, Block 3 Orient Park Subdivision as recorded in Plat Book 11, Page 7 of the Public Records of Hillsborough County, Florida

and further certifies that to the best of his knowledge and belief, the statements and opinions contained in this Report are correct, that he has no present or contemplated future interest in the subject property and that the amount of Appraisal Fee is not contingent on the values expressed herein.

The purpose of this Report is to estimate the Fair Market Value of subject property. Fair Market Value is defined as the highest price, estimated in terms of money, which a property will bring if exposed for sale in the open market, allowing a reasonable time to find a purchaser who buys with the knowledge of all the uses to which it is adapted and for which it is capable of being used.

No responsibility is assumed for matters legal in character, nor is any opinion as to title rendered. All liens and encumbrances, if any, have been disregarded and the property appraised as though free and clear, under responsible ownership and competent management.

Subject property is a vacant irregularly shaped 1.9489 Acre tract of land, located in an industrialized area of East Tampa. Site has road frontage on two sides. 71st Street frontage is asphalt paved, while the 70th Street frontage is unpaved. Property abutts the Seaboard Coast Line Railroad on its southern boundary and a railroad spur line is in place to serve the site. (It is estimated that it would cost approximately \$40,000.00 to build a similar spur line just to service the site.) Property is high, dry and well-drained. Sanitary sewers and water service is available from the City of Tampa. All other utilities are also available.

(continued)

DERRELL R. CURRY, CA-S, SCV



Property lies within the City limits of Tampa and is zoned M-2 Heavy Industrial. This zoning allows, and the site is suitable for, most any industrial or heavy commercial use and more especially any use that can utilize the rail siding. The zoning and its allowable uses are in character with the principal uses found in the immediate area which includes a steel mill, rendering plant, chemical plants, trucking terminals, warehouses and distribution facilities.

There is wide choice of available industrial sites in the East Tampa area but few, if any, have in-place Railroad spur lines comparable to subject property. Property values have been rapidly escalating in recent years, a trend which should continue during the foreseeable future.

This Appraiser has made a search of the market in an effort to secure recent vacant land sales of comparable parcels which would offer an indication of value for the subject property. Of sales analyzed, the following sales were deemed most comparable.

SALE # 1

Date of Sale	October 1981
Location	Broadway, 150' East of 43rd Street
Tract Size	200 x 175 or 35,000 sq. ft.
Zoning	M-1 Industrial
Seller	Fisher
Buyer	Pan-Florida Investors
Sales Price	\$90,000
Comments	Site was purchased by owners of adjacent property for business expansion purposes. Site has rail frontage and is superior to subject as to location. Site was vacant at time of sale.

Indicated Values

\$2.57 per sq. ft.

SALE # 2

Date of Sale	November 1981
Location	4444 E. Broadway
Tract Size	240 x 500 MOL or 100,752 sq. ft.
Zoning	M-1 and C-2 Industrial and Heavy Commercial
Seller	Moore
Buyer	Steeplejack Waco, Inc.
Sales Price	\$230,000.00
Comments	Site was improved with a 2,520 sq. ft. metal building with an estimated value of \$50,000. Site is superior as to location but has no rail frontage.

Indicated Values

\$1.78 per sq. ft.

(continued)



Appraisal Letter
page three

SALE # 3

Date of Sale
Location
Tract Size
Zoning
Seller
Buyer
Sales Price
Comments

September 1982
14th Avenue just West of 70th Street
489 x 290 MOL or 14,181 sq. ft.
M-2 Industrial
Reeves
Vogt
\$120,900
Site was improved with 1,600 sq. ft. building
with an estimated value of \$15,000. Site is
about 40% larger than subject. Location is
about equal except that it has no rail
frontage.
.75 per sq. ft.

Indicated Values

SALE # 4

Date of Sale
Location
Tract Size
Zoning
Buyer
Seller
Sales Price
Comments

April 1982
Woodberry Rd, off of Faulkenburg
342 x 400 MOL or 134,075 sq. ft.
M-1A Industrial
Frito-Lay
Krauss
\$112,500
Site vacant at time of sale. Site is about
40% larger than subject but otherwise is
very similar as to location, ease of access to
Hwy. 60 and I-75. Site has rail frontage but
no spur line.
.84 per sq. ft.

Indicated Values

SALE # 5

Date of Sale
Location
Tract Size
Zoning
Seller
Buyer
Sales Price
Comments

April 1982
Linebaugh
122 x 810 MOL or 98,820 sq. ft.
C-3 Light Industrial
Moore and Muncey
Ciambro Corp.
\$200,000
Site improved with 1,734 sq. ft. building
with an estimated value of \$50,000. Site is in
an industrial area somewhat removed from
subject but has rail frontage and good
accessability.
\$1.52 per sq. ft.

Indicated Values

DERRELL R. CURRY, CA-S, SCV



Appraisal Letter
page four

The preceeding sales offered indications of value for subject property (land only) of from .75 per sq. ft. to \$2.57 per sq. ft. This is an extremely wide range and when applied to subject indicate a value range \$63,671 to \$218,178 with consideration for date of sale, size, location, topography, road frontage, etc., and attributing value to the in-place railroad spur line, this Appraiser is of the opinion that the indicated unit value for subject property is \$2.00 per square foot of land area.

It is the opinion of this Appraiser that the estimated Fair Market Value of the subject property as of January 14, 1983 is -

ONE HUNDRED SEVENTY THOUSAND AND NO/100 (\$170,000.00) DOLLARS

Respectfully submitted,

Derrell R. Curry
Derrell R. Curry, CA-S, SCV
Realtor-Appraiser

DRC/csc
Enc

DERRELL R. CURRY, CA-S, SCV



QUALIFICATIONS OF DERRELL CURRY, REALTOR-APPRAISER

Vice President and Manager of Burnett Real Estate, Inc.

1747 W. Brandon Blvd., Brandon, Florida 33511

1100 Hwy. 574, Seffner, Florida 33584

Actively engaged in the Real Estate Profession since 1972

EDUCATION

Graduate Jefferson High School, Tampa, Florida

Attended Florida State University

Attended Hillsborough Community College

Graduate University of Tampa, B.S. Degree in Business Administration

Graduate Appraisal Courses # 8, # 1A and # 1B, sponsored by the American Institute of Real Estate Appraisers

Report Writing and Expert Witness Seminars, sponsored by National Association of Independent Fee Appraisers

Residential Cost Handbook, Marshall Valuation Services Educational Seminars,

Residential and Commercial computer Seminars by Marshall & Swift

MEMBERSHIPS

Senior-Member American Association of Certified Appraisers

Senior-Member of International Institute of Valuers

Candidate Member National Association of Independent Fee Appraisers

Member Tampa Board of Realtors

Member National Association of Realtors

Member Florida Association of Realtors

Member National Marketing Institute

Member Tampa Brokers Council of Century 21

DESIGNATIONS

SCV - Senior Certified Valuer

CA-S - Certified Appraiser, Senior

APPRAISAL EXPERIENCE

Hundreds of Assignments since 1972 appraising vacant, residential, commercial, Citrus Groves, Farms, and income producing properties in Hillsborough and surrounding Counties, Florida

CLIENTS SERVED

Individuals, Attorneys, Accountants

What-A-Burger Restaurants

Shop & Go Food Stores

Grove Owners

Exchange Bank of Tampa

Credit Unions

Barnett Bank

Sun Banks

R. T. French Company

MacDonald Corporation

Home Equity

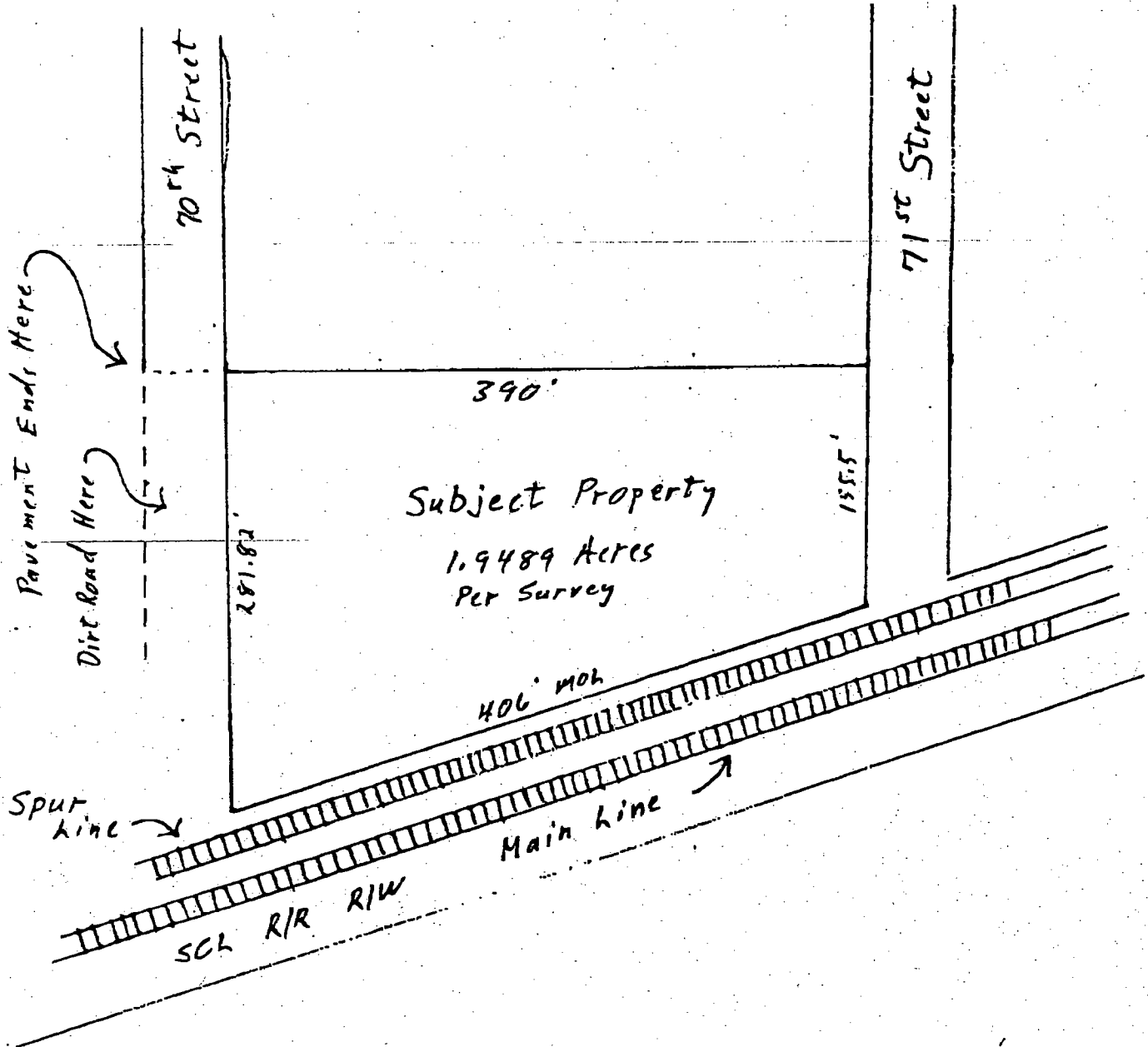
United Mortgage Corporation

REPORTS PREPARED FOR

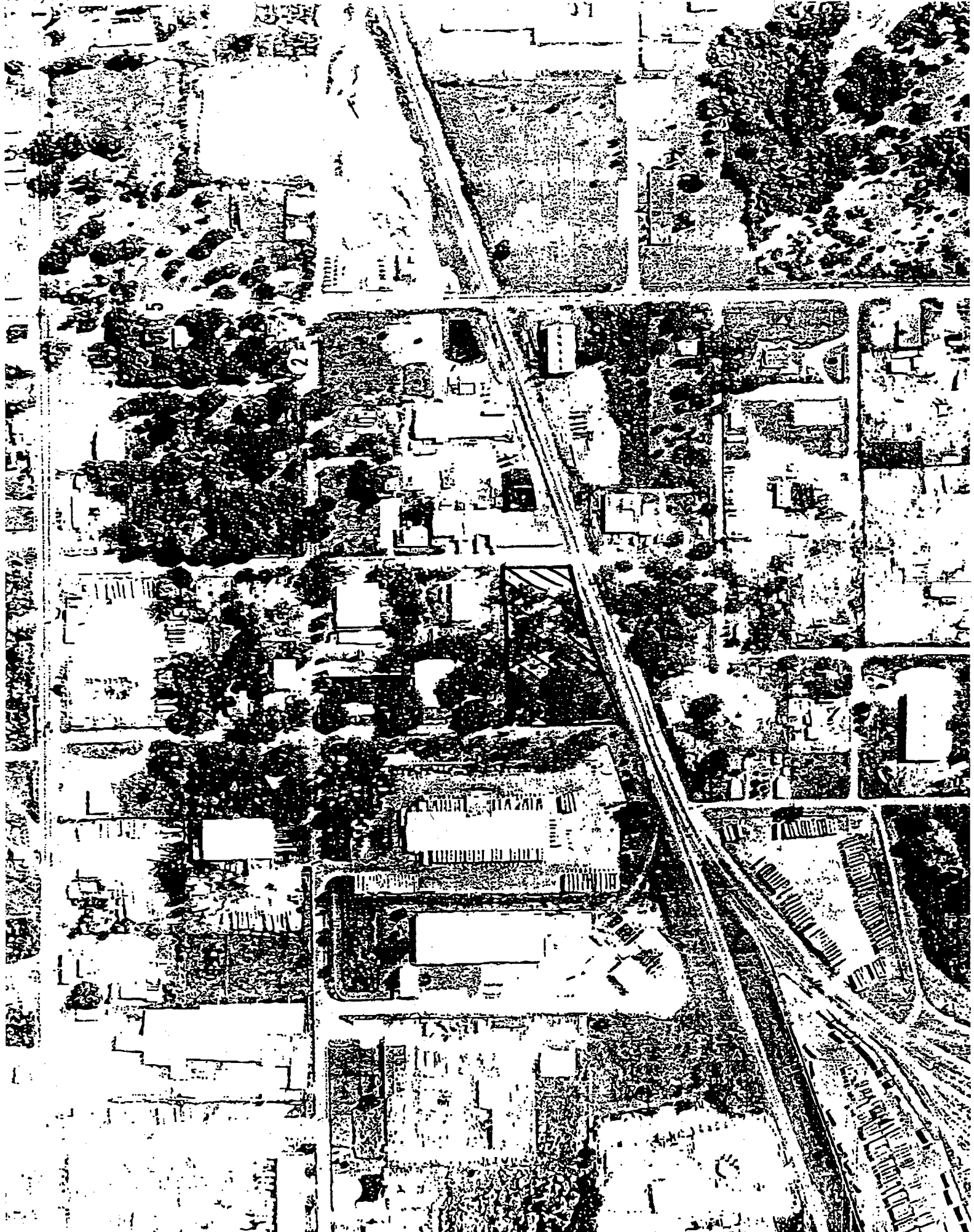
Market Values, Feasability Studies, Casualty Losses and other special purposes.

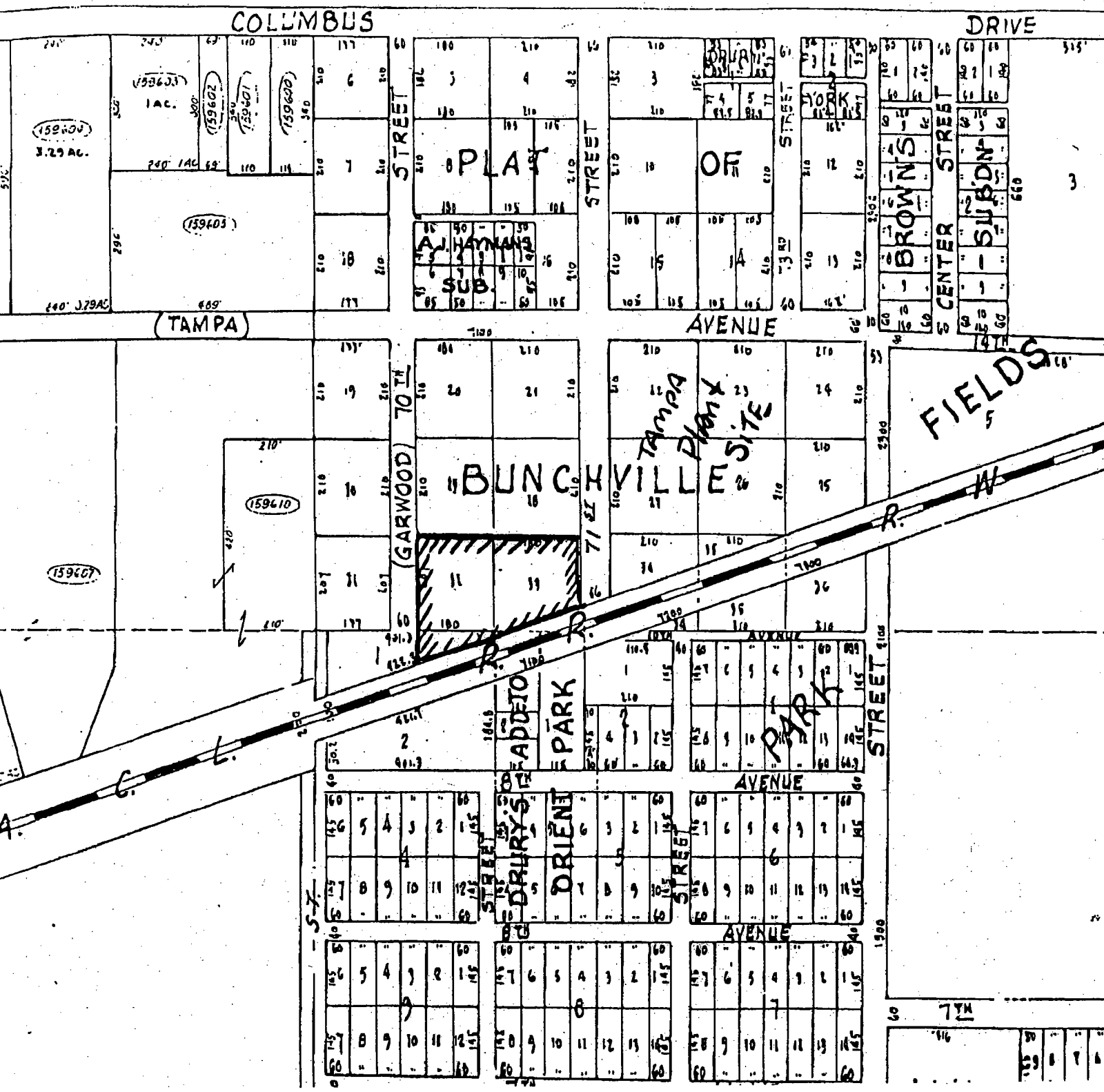
DERRELL R. CURRY, CA-S, SCV





Sketch N.T.S.



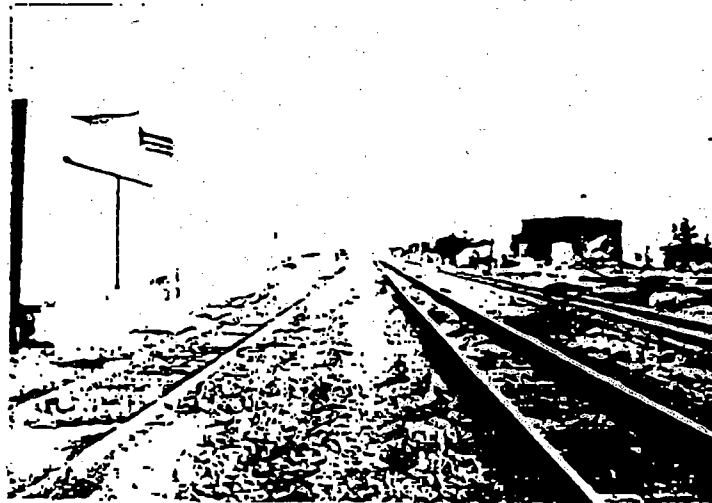




Site Scene



*Site Scene
w/ Rail Spur*



*Railroad Scene
Looking East*

DERRELL R. CURRY, CA-S, SCV





Street Scene
71st Street



Street Scene
70th Street

OFF REC. 1132 PAGE 731

WARRANTY DEED

CLERK OF DISTRICT COURT
HILLSBOROUGH COUNTY, FLA.

MAY 16 4 06 PM '63

RECEIVED

312784

THIS INDENTURE Made this 18th day of April, A.D. 1963,
between MARY BUTTICE, joined by her husband, GAETANO T. BUTTICE,
of the County of Cook, State of Illinois, ANTHONY P. PERZIA and
MARY P. PERZIA, his wife, SAM G. FIORITO and FRANCES H. FIORITO,
his wife, JOE G. FIORITO and IDA K. FIORITO, his wife, JACK DALTON
and EDNA M. DALTON, his wife, of the County of Hillsborough,
State of Florida, parties of the first part, and FLAG SULPHUR &
CHEMICAL CO., a Florida corporation, of the County of Hillsborough,
State of Florida, and with its principal place of business being
located at 72nd Street and ACL Railroad, Tampa, Florida, party
of the second part, WITNESSETH AS FOLLOWS:

That the said parties of the first part for and in
consideration of the sum of Ten and no/100 Dollars (\$10.00), and
other good and valuable consideration to them in hand paid by the
said party of the second part, the receipt whereof is hereby
acknowledged, have granted, bargained and sold to said party of
the second part, its successors and assigns forever, that certain
real estate situate in Hillsborough County, Florida, more parti-
cularly described as follows:

East 184.3 feet of Lot 1 in Block 3 of ORIENT PARK
SUBDIVISION, according to the map or plat thereof
as the same is recorded in Plat Book 11, Page 7, of
the Public Records of Hillsborough County, Florida,

AND

Lot 32 of PLAN OF BUNCHVILLE SUBDIVISION, according
to the map or plat thereof as the same is recorded
in Deed Book G, Page 203, of the Public Records of
Hillsborough County, Florida.

And the said parties of the first part do hereby fully

IN WITNESS WHEREOF, the said parties of the first part have hereunto signed their names and affixed their seals the day and year first above written.

Signed, Sealed and Delivered in the Presence of:

[Signature]

Mary Buttice (SEAL)
MARY BUTTICE

[Signature]

Gaetano T. Buttice (SEAL)
GAETANO T. BUTTICE

Lucia Mae Zlob

Anthony P. Perzia (SEAL)
ANTHONY P. PERZIA

[Signature]

Mary P. Perzia (SEAL)
MARY P. PERZIA

Sam G. Fiorito

Sam G. Fiorito (SEAL)
SAM G. FIORITO

Frances R. Fiorito

Frances R. Fiorito (SEAL)
FRANCES R. FIORITO

Joe G. Fiorito

Joe G. Fiorito (SEAL)
JOE G. FIORITO

Edna M. Dalton

Edna M. Dalton (SEAL)
EDNA M. DALTON

Frank Smith
Myrtle J. Smith
Edna M. Dalton

Jack Dalton (SEAL)
JACK DALTON
Edna M. Dalton (SEAL)
EDNA M. DALTON

STATE OF ILLINOIS
COUNTY OF COOK

I HEREBY CERTIFY That on this 18th day of April, 1963, before me, the undersigned authority, personally appeared MARY BUTTICE and Gaetano T. Buttice, her husband, to me well known and known to me to be the persons described in and who executed the foregoing instrument and severally acknowledged the execution thereof to be their free act and deed for the uses and purposes therein mentioned.

WITNESS my hand and official seal the date aforesaid.

My Commission Expires:

7-1-1967

[Signature]
NOTARY PUBLIC, State of Illinois
at Large

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

NOTARY REC. 1132 PAGE 733

I HEREBY CERTIFY That on this 30th day of April, 1963, before me, the undersigned authority, personally appeared ANTHONY P. PERZIA and MARY P. PERZIA, his wife, to me well known and known to me to be the persons described in and who executed the foregoing instrument and severally acknowledged the execution thereof to be their free act and deed for the uses and purposes therein mentioned.

WITNESS my hand and official seal the date aforesaid.

My Commission Expires:

May 5, 1967

NOTARY PUBLIC
State of Florida at Large

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

I HEREBY CERTIFY That on this 11th day of May, 1963, before me, the undersigned authority, personally appeared SAM G. FIORITO and FRANCES R. FIORITO, his wife, to me well known and known to me to be the persons described in and who executed the foregoing instrument and severally acknowledged the execution thereof to be their free act and deed for the uses and purposes therein mentioned.

WITNESS my hand and official seal the date aforesaid.

My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires Jan. 21, 1966
Issued by American Fidelity & Guaranty Co.

Robert P. Seaford
NOTARY PUBLIC
State of Florida at Large

Notary Public, State of Florida at Large
My Commission Expires Jan. 21, 1966
Issued by American Fidelity & Guaranty Co.

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

I HEREBY CERTIFY That on this 30th day of April, 1963, before me, the undersigned authority, personally appeared JOE G. FIORITO and IDA K. FIORITO, his wife, to me well known and known to me to be the persons described in and who executed the foregoing instrument and severally acknowledged the execution thereof to be their free act and deed for the uses and purposes therein mentioned.

WITNESS my hand and official seal the date aforesaid.

My Commission Expires:

Notary Public State of Florida at Large
My Commission Expires June 11, 1965

Leo A. Tranzo
NOTARY PUBLIC
State of Florida at Large

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

Re 1132 Page 734

I HEREBY CERTIFY That on this 4th day of April, 1963,
before me, the undersigned authority, personally appeared JACK
DALTON and EDNA M. DALTON, his wife, to me well known and known
to me to be the persons described in and who executed the fore-
going instrument and severally acknowledged the execution thereof
to be their free act and deed for the uses and purposes therein
mentioned.

WITNESS my hand and official seal the date aforesaid.

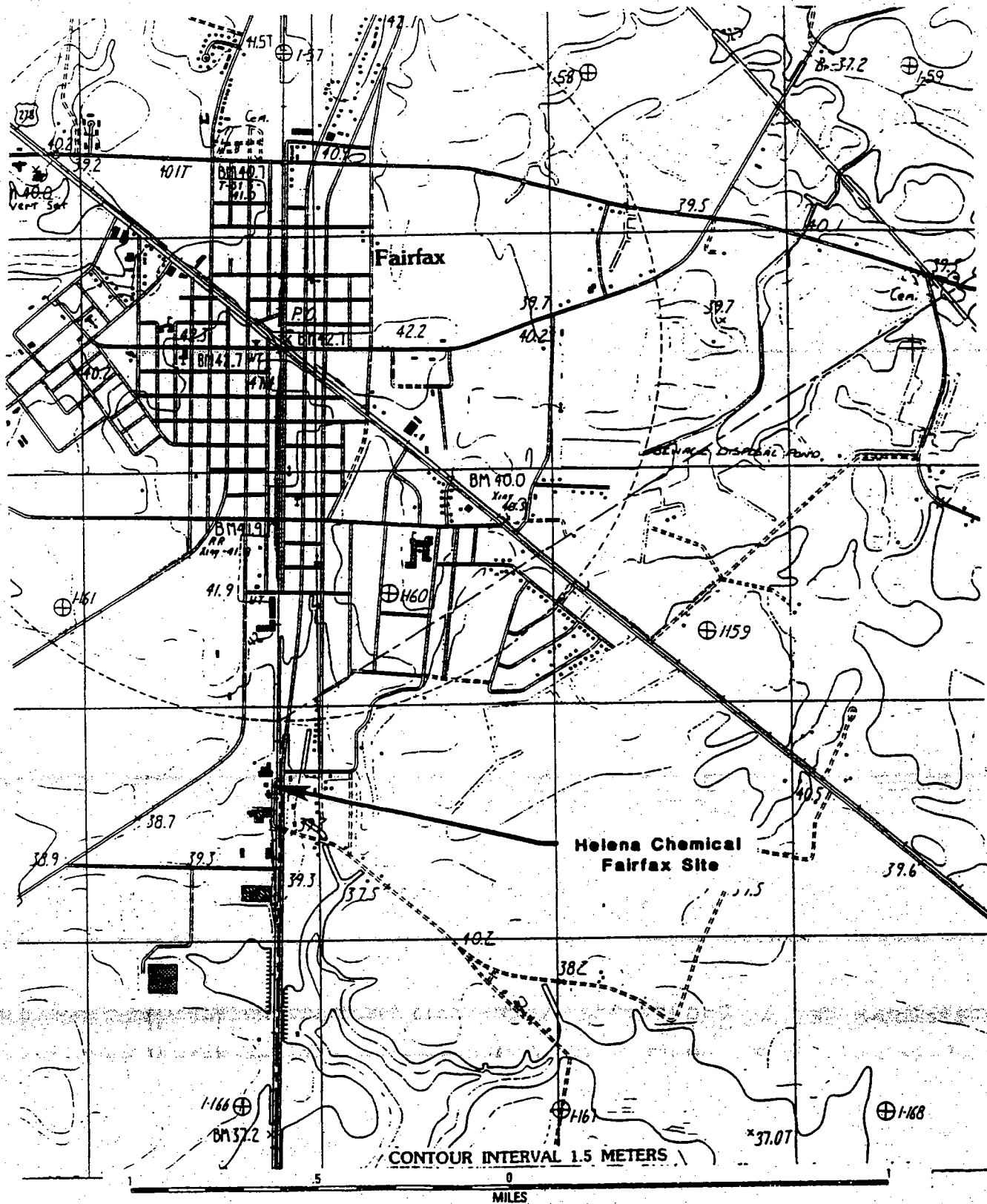
My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires Jan. 10, 1965

Hubert J. Smith
NOTARY PUBLIC
State of Florida at Large



APPENDIX D



SOURCE:
USGS 7.5 MIN
QUADRANGLE
FAIRFAX, S.C.
32081-H2-TM-024
1988 PROVISIONAL
EDITION

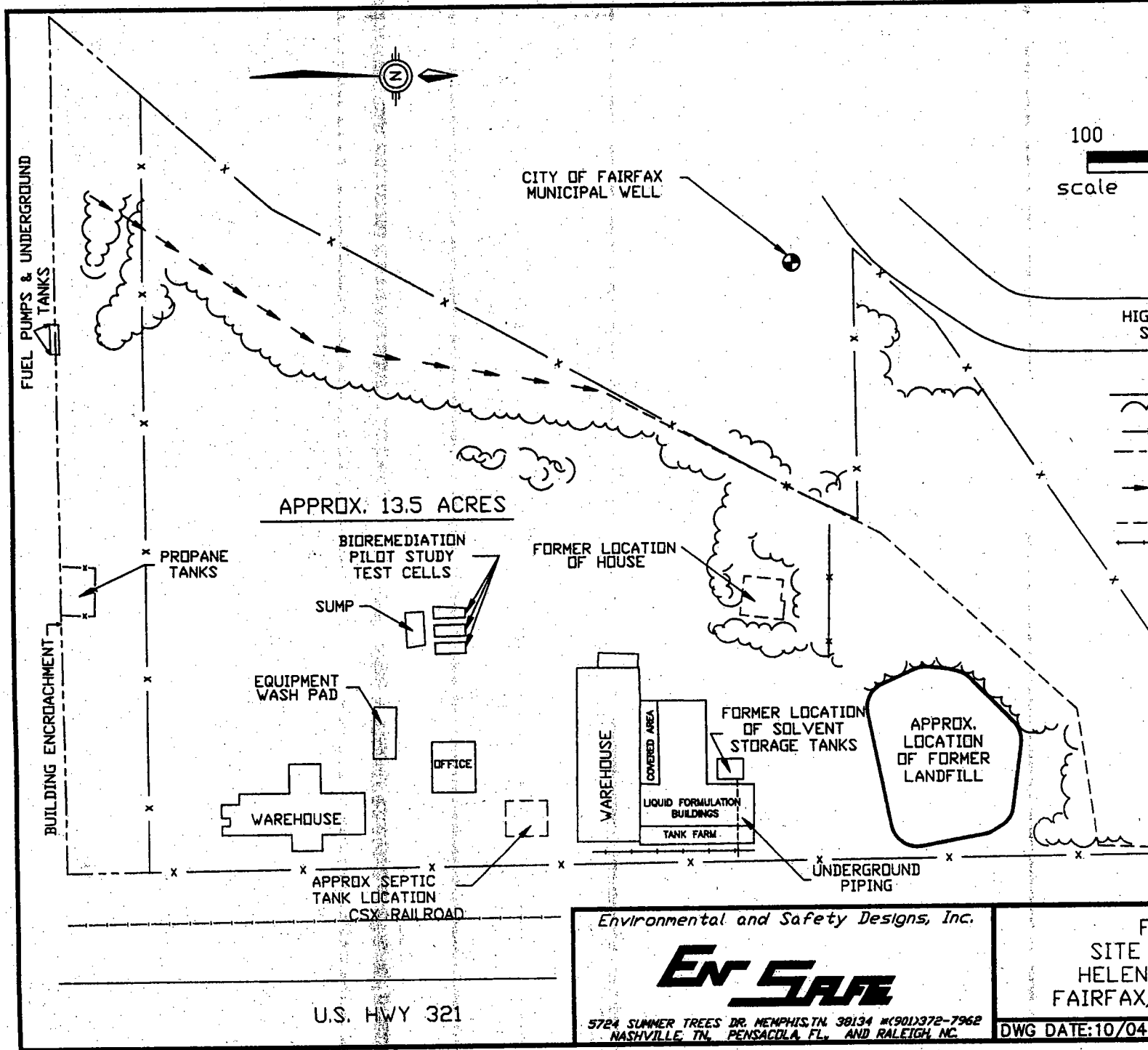
Environmental and Safety Designs, Inc.

EN SAFE SM

5724 SUMMER TREES DR. MEMPHIS, TN. 38134 (901) 372-7962
NASHVILLE, TN. PENSACOLA, FL. AND RALEIGH, NC.

FIGURE 1-1
VICINITY MAP
HELENA CHEMICAL COMPANY
FAIRFAX, SOUTH CAROLINA

DWG DATE: 10/04/95 DWG NAME: BOARD



Environmental and Safety Designs, Inc.

EN SAFE

5724 SUMMER TREES DR. MEMPHIS, TN 38134 (901) 372-7962
NASHVILLE, TN, PENSACOLA, FL, AND RALEIGH, NC.

F
SITE
HELEN
FAIRFAX

DWG DATE: 10/04

THE STATE OF SOUTH CAROLINA
COUNTY OF ALLENDALE

TITLE TO REAL ESTATE BY A CORPORATION

124-00-00-024

Site: _____

Block: 111

Other: V.S.

KNOW ALL MEN BY THESE PRESENTS, That

MITCHELL INSECTICIDE COMPANY, INC.

in the State aforesaid, County aforesaid, in consideration of the sum of NINETY THOUSAND AND 00/100 (\$90,000.00) Dollars, to it in hand paid at and before the sealing of these presents, by BLUE CHEMICAL COMPANY in the State aforesaid, (the receipt whereof is hereby acknowledged) have granted, bargained, sold and released, and by these Presents do grant, bargain, sell and release, unto the said BLUE CHEMICAL COMPANY, its successors and assigns the following described property, to-wit:

All that certain piece, parcel or tract of land, together with the buildings and improvements thereon, situate, lying and being south of the Town of Fairfax, County of Allendale, State of South Carolina, measuring and containing Six (6) acres, more or less, and butted, bounded, and measuring as follows, to-wit: On the East by right-of-way of Seaboard Railway and measuring thereon Five Hundred Fifty (550') feet; on the South by land of Estate of W. D. Barnes, deceased measuring thereon Six Hundred Thirty-five (635') feet; On the West by a ditch separating the within tract of land from other lands of the Estate of W. D. Barnes, deceased; and On the North by lands of the Estate of W. D. Barnes, deceased, and measuring thereon Three Hundred Forty (340') feet; all of which will more fully appear by reference to a plat of property of Mitchell Insecticide Co., Inc., made by Joe P. Miley, R.L.S., dated the 22nd day of July, 1955, and recorded in Plat Book 5 at page 139-B in the Office of the Clerk of Court for Allendale County.

ALSO: All that certain piece, parcel or tract of land, together with any buildings and improvements thereon, situate, lying and being South of the limits of the Town of Fairfax, County and State aforesaid, measuring and containing Four and Fifty-five/one-hundredths (4.55) acres, more or less, and butting, bounding and measuring as follows, to-wit: On the East by right-of-way of Seaboard Air Line Railway Co., and measuring thereon Two Hundred Sixty-three (263') feet; On the North by lands of Billy G. Mitchell and Oscar E. Jones and measuring thereon Six Hundred Thirty-five (635') feet; On the Northwest by a ditch separating the within tract of land from other lands of W. F. Barnes; and On the South by lands of W. F. Barnes and Hodges Veneer Co., and measuring thereon Eight Hundred Seventy-two (872') feet. All of which will more fully appear by reference to a plat made by Joe P. Miley, Reg. C.E., and L.S., dated October 3, 1956 and recorded in the Office of the Clerk of Court for Allendale County.

The above described tracts of land were conveyed to Mitchell Insecticide Company, Inc., by deed of Oscar E. Jones dated the 11th day of March, 1961, and recorded in the Office of the Clerk of Court for Allendale County in Deed Book 40 at page 158; and by deed of J. D. Rouse and W. A. Rouse dated the 14th day of March, 1961, and recorded in the Office of the Clerk of Court for Allendale County in Deed Book 40 at page 159.

EXCEPT: That certain parcel containing One and Fifteen/one hundredths (1.15) Acres conveyed by Mitchell Insecticide Co., Inc., to Hodges Veneer Co., by deed dated January 20, 1958, and recorded on January 25, 1958, in Deed Book 30, at page 41 in the Office of the Clerk of Court for Allendale County.

TOGETHER with all and singular the Rights, Members, Hereditaments and Appurtenances to the said Premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular the said premises before mentioned unto the said BLUE CHEMICAL COMPANY, its successors and Assigns forever.

AND the said MITCHELL INSECTICIDE CO., INC. does hereby bind itself and its successors, to warrant and forever defend all and singular the said premises unto the said BLUE CHEMICAL COMPANY, its successors and Assigns, against itself and its successors and against any person lawfully claiming or to claim the same, or any part thereof.

WITNESS the hand of the President and Seal of the Corporation, this 30th day of November in the year of our Lord one thousand nine hundred and Sixty-five and in the one hundred and Ninetieth year of the Sovereignty and Independence of the United States of

APPENDIX E

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

**AGREEMENT REGARDING CONFIDENTIALITY
OF BUSINESS INFORMATION**

**HELENA CHEMICAL COMPANY SUPERFUND SITE
TAMPA, HILLSBOROUGH COUNTY, FLORIDA**

The Environmental Protection Agency ("EPA") and the Helena Chemical Company, which EPA alleges is a potentially responsible party ("the PRP") with respect to the Helena Chemical Company Superfund Site in Tampa, Hillsborough County, Florida ("the Site"), are currently negotiating settlement of certain claims of the United States concerning the Site. EPA and the PRP hereby agree that settlement of the Government's claim concerning the Helena Chemical Company Superfund Site will involve the production of documents which have been submitted to EPA by various contractors (listed in Appendix A) (hereinafter "Submitters") containing certain information which may be entitled to confidential treatment under 40 C.F.R. Part 2. Furthermore, the parties herein agree that the limitation on the disclosure of the documents subject to this Agreement is necessary in order to protect the interests of the Submitters in the confidentiality of their business information.

The terms of the Agreement Regarding Confidentiality of Business Information ("Agreement") are as follows:

1. EPA shall provide the document(s) containing information which may be entitled to confidential treatment to the PRP and such document(s) shall be handled in accordance with the terms of this Agreement.

2. As used in this Agreement, the term "confidential information" means trade secrets or commercial or financial information submitted by a person to EPA and which may be entitled to confidential treatment under 40 C.F.R. Part 2. This information has not been determined by EPA under 40 C.F.R. Part 2, Subpart B not to be entitled to confidential treatment.

3. Any information to be produced by EPA pursuant to this Agreement shall be stamped conspicuously with the words "CONFIDENTIAL BUSINESS INFORMATION" by EPA on the top of each page of each document prior to production to the PRP. The transmittal of information designated as confidential shall be done by letter from EPA stating that the information designated as confidential is subject to this Agreement.

4. Information designated as confidential under this Agreement shall not be used or disclosed by the PRP or any other person subject to paragraph 7 below for any purpose other than the preparation for negotiation of a settlement.

5. The PRP and the PRP's counsel who obtain information designated as confidential hereunder, and any nonparty subject to this Agreement, shall not disclose or permit disclosure of this

information to any other person, including without limitation any officer, director, employee, agent, or representative of the PRP, the PRP's counsel, or any nonparty, except in the following circumstances:

a. Disclosure may be made to employees of the PRP or of the PRP's counsel who have responsibility for settlement negotiations involving the Helena Chemical Company Superfund Site. Any employee to whom disclosure is made shall be advised of, and become subject to the provisions of this Agreement prior to such disclosure by executing the Confidentiality Agreement (Appendix B) attached hereto. Employees do not include persons, firms, or corporations engaged by the PRP or the PRP's counsel on a contract basis, as these persons shall be subject to the requirements of subparagraph (b) of this paragraph.

b. Disclosure may be made to consultants, witnesses, experts, or employees of experts ("Expert(s)") employed or otherwise engaged by the PRP or the PRP's counsel to assist in the preparation for negotiations. Prior to disclosure to any Expert, the Expert must agree to be bound by the terms of this Agreement by executing the Confidentiality Agreement attached hereto at Appendix B. A copy of each executed Confidentiality Agreement shall be furnished to EPA and the Submitters not less than five (5) business days prior to disclosure to the Expert of the business information.

6. The PRP, the PRP's counsel, and any other person subject to this Agreement who obtains information designated as confidential hereunder, shall take all necessary and appropriate measures to maintain the confidential nature of the information, shall share such information only with persons authorized to receive it pursuant to this Agreement, and shall retain the information in a secure manner. Except as provided in paragraph 5 above, no other person shall be permitted access to the information.

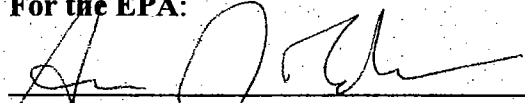
7. Any person who obtains access to information designated as confidential under this Agreement may make copies, duplicates, extracts, summaries, or descriptions of the information or any portion thereof only for the purpose of preparation for settlement negotiations for cost recovery at the Helena Chemical Company Superfund Site. All copies, duplicates, extracts, etc. shall be subject to the terms of this Agreement to the same extent and manner as the original documents.

8. Any unauthorized disclosure of information designated as confidential under this Agreement shall not result in a waiver of any Submitter's claim of confidentiality.

9. Within 60 days after receiving written notice from EPA terminating settlement negotiations, any person who obtained information designated as confidential under this Agreement shall assemble and return such information to EPA, including all copies, extracts, summaries, or descriptions of the information or portions thereof. Such return shall be certified in writing by the person who obtained the information from EPA. All such information covered by this Agreement which constitutes the work product of counsel, consultants, expert witnesses, or the PRP shall not be returned but shall maintain confidentiality status. However, if before the expiration of the 60 days the United States has filed in Federal Court a cost recovery action for the Helena Chemical Company Superfund Site naming the PRP as a party, the PRP and its counsel, consultants, and expert witnesses

may retain the information. Such retention shall be governed by the provisions of this Agreement until entry of a protective order governing the information.

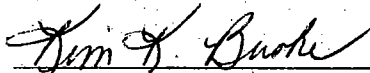
For the EPA:



Sara E. Goldsmith
Assistant Regional Counsel
United States Environmental Protection Agency
Region IV
61 Forsyth Street, 13th Floor
Atlanta, Georgia 30303
(404) 562-9539
(404) 562-9487 (fax)

Dated: 1/16/01

For Helena Chemical Company:

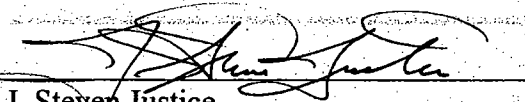


Kim K. Burke, Esq.
Taft, Stettinius, & Hollister
1800 Firststar Tower
425 Walnut Street
Cincinnati, OH 45202-3957
(513) 381-2838
(513) 381-0205 (fax)

KKB JAN 18 2001

Dated: _____

and



J. Steven Justice
Taft, Stettinius, & Hollister
1800 Firststar Tower
425 Walnut Street
Cincinnati, OH 45202-3957
(513) 381-2838
(513) 381-0205 (fax)

Dated: 1/17/01

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

**AGREEMENT REGARDING CONFIDENTIALITY
OF BUSINESS INFORMATION**

**HELENA CHEMICAL COMPANY SUPERFUND SITE
TAMPA, HILLSBOROUGH COUNTY, FLORIDA**

APPENDIX A

List of Contractors

- 1. Ceimic Corporation (Contract # 68-D5-0019)**
- 2. Chemtech (Contract #68-D5-0166)**
- 3. American Analytical (Contract #68-D5-0023)**
- 4. Dyncorp (Contract #68-D4-0104)**
- 5. Black & Veatch (Contract #68-W9-0055)**
- 6. Dionex Corporation (Contract #8R0618NASA)**
- 7. ICF Technology Inc. (Contract #68-01-7456)**
- 8. First Citizens Bank (Contract 68-D6-0004)**
- 9. ICF Technology, Inc. (Contract #68-01-0135)**
- 10. NUS (Contract #68-01-7346)**

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

**AGREEMENT REGARDING CONFIDENTIALITY
OF BUSINESS INFORMATION**

**HELENA CHEMICAL COMPANY SUPERFUND SITE
TAMPA, HILLSBOROUGH COUNTY, FLORIDA**

APPENDIX B

The undersigned is either currently employed by Helena Chemical Company or the undersigned has been employed or otherwise engaged as an employee of, or a consultant, contractor, or an attorney to the following company located at the following address:

Company Name:

Address:

The undersigned hereby acknowledges that he/she has read the foregoing Agreement Regarding Confidentiality of Business Information ("Agreement") executed by Helena Chemical Company and the attorneys of record for the parties in the settlement of the Government's claim concerning the Helena Chemical Company Superfund Site. The undersigned understands the terms thereof, and agrees, upon threat of penalty of contempt, to be bound by such terms. The undersigned understands that disclosure of information which has been designated as confidential by the submitter of that information may cause substantial harm to the affected business' competitive position. Accordingly, among other responsibilities, the undersigned shall only share such information with persons specifically authorized to receive the information pursuant to the Agreement, shall retain the information in a secure manner, and shall use such information only for the purposes authorized by the Agreement. The undersigned understands that the pledge of confidentiality under this Agreement continues after any lawsuit associated with this settlement is over. Furthermore, the undersigned understands that a breach of the Agreement may subject him/her to civil claims for damages and to criminal prosecution under 42 U.S.C. 9604(e)(7)(B).

DATED: _____

SIGNED: _____

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

AGREEMENT REGARDING CONFIDENTIALITY
OF BUSINESS INFORMATIONHELENA CHEMICAL COMPANY SUPERFUND SITE
TAMPA, HILLSBOROUGH COUNTY, FLORIDAAPPENDIX B

The undersigned is either currently employed by Helena Chemical Company or the undersigned has been employed or otherwise engaged as an employee of, or a consultant, contractor, or an attorney to the following company located at the following address:

Company Name: *Nihill & Riedley, P.C. Since 1997*Address: *Cuebis Carter, Suite 720 B
Phila, Pa 19106*

The undersigned hereby acknowledges that he/she has read the foregoing Agreement Regarding Confidentiality of Business Information ("Agreement") executed by Helena Chemical Company and the attorneys of record for the parties in the settlement of the Government's claim concerning the Helena Chemical Company Superfund Site. The undersigned understands the terms thereof, and agrees, upon threat of penalty of contempt, to be bound by such terms. The undersigned understands that disclosure of information which has been designated as confidential by the submitter of that information may cause substantial harm to the affected business' competitive position. Accordingly, among other responsibilities, the undersigned shall only share such information with persons specifically authorized to receive the information pursuant to the Agreement, shall retain the information in a secure manner, and shall use such information only for the purposes authorized by the Agreement. The undersigned understands that the pledge of confidentiality under this Agreement continues after any lawsuit associated with this settlement is over. Furthermore, the undersigned understands that a breach of the Agreement may subject him/her to civil claims for damages and to criminal prosecution under 42 U.S.C. 9604(e)(7)(B).

DATED: 3/23/01SIGNED: *Raymond F. Dovich*
Raymond F. Dovich

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
AGREEMENT REGARDING CONFIDENTIALITY OF BUSINESS INFORMATION
for the

HELENA CHEMICAL COMPANY SUPERFUND SITE
FAIRFAX, ALLENDALE COUNTY, SOUTH CAROLINA

The United States Environmental Protection Agency ("EPA") and the Helena Chemical Company, which EPA alleges is a potentially responsible party ("PRP"), with respect to the Helena Chemical Company Superfund Site in Fairfax, Allendale County, South Carolina ("the site"), hereby agree that settlement of the Government's claim concerning the site will involve the production to the PRP of certain documents which have been submitted to EPA by various contractors listed in Annex 1 (hereinafter "submitters"). These documents contain certain information which may be entitled to confidential treatment under 40 CFR Part 2. Furthermore, the parties herein agree that the limitation on the disclosure of the documents subject to this Agreement is necessary in order to protect the interests of the submitters in the confidentiality of their business information.

The terms of the Agreement Regarding Confidentiality of Business Information (hereinafter "Agreement") are as follows:

1. EPA shall provide the document(s) containing information which may be entitled to confidential treatment to the PRP and such document(s) shall be handled in accordance with the terms of this Agreement.

2. As used in this Agreement, the term "confidential information" means trade secrets or commercial or financial

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information submitted by a person to EPA and which may be entitled to confidential treatment under 40 CFR Part 2. This information has not been determined by EPA under 40 CFR Part 2, Subpart B not to be entitled to confidential treatment.

3. Any information to be produced by EPA pursuant to this Agreement shall be stamped conspicuously with the word "CONFIDENTIAL BUSINESS INFORMATION" by EPA on the top of each page of each document prior to production to the PRP. The transmittal of information designated as confidential shall be done by letter from EPA stating that the information designated as confidential is subject to this Agreement.

4. Information designated as confidential under this Agreement shall not be used or disclosed by the PRP or any other person subject to Paragraph 7 below for any purpose other than the preparation for negotiation of a settlement.

5. The PRP and PRP's counsel who obtain information designated as confidential hereunder, and any nonparty subject to this Agreement, shall not disclose or permit disclosure of this information to any other person, including without limitation any officer, director, employee, agent, or representative of the PRP, the PRP's counsel, or any nonparty, except in the following circumstances:

a. Disclosure may be made to employees of the PRP or the PRP's counsel who have responsibility for settlement negotiations involving the Helena Chemical Company Superfund site. Any employee to whom disclosure is made shall be

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advised of, and become subject to, the provisions of this Agreement prior to such disclosure by executing the Confidentiality Agreement (Annex 2) annexed hereto. Employees do not include persons, firms or corporations engaged by the PRP or the PRP's counsel on a contract basis, who shall be subject to the requirements of subparagraph(b) of this paragraph.

b. Disclosure may be made to consultants, witnesses, experts, or employees of experts ("Expert(s)") employed or otherwise engaged by the PRP or PRP's counsel to assist in the preparation for negotiations. Prior to disclosure to any Expert, the Expert must agree to be bound by the terms of this Agreement by executing the Confidentiality Agreement annexed hereto. A copy of each executed Confidentiality Agreement shall be furnished to EPA and the submitter(s) not less than five (5) business days prior to disclosure to the Expert of the business information.

6. The PRP, PRP's counsel, and any other person subject to this Agreement who obtains information designated as confidential hereunder, shall take all necessary and appropriate measures to maintain the confidential nature of the information, shall share such information only with persons authorized to receive it pursuant to this Agreement, and shall retain the information in a secure manner. Except as provided in Paragraph 5 above, no other person shall be permitted access to the information.

7. Any person who obtains access to information designated

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as confidential under this Agreement may make copies, duplicates, extracts, summaries, or descriptions of the information or any portion thereof only for the purpose of preparation for settlement negotiations for cost recovery at the Helena Chemical Company Superfund site. All copies, duplicates, extracts, etc. shall be subject to the terms of this Agreement to the same extent and manner as original documents.

8. Any unauthorized disclosure of information designated as confidential under this Agreement shall not result in a waiver of any submitter's claim of confidentiality.

9. Within 60 days after receiving written notice from EPA terminating settlement negotiations, any person who obtained information designated as confidential under this Agreement shall assemble and return such information to EPA, including all copies, extracts, summaries, or descriptions of the information or portions thereof. Such return shall be certified in writing by the person who obtained the information from EPA. All such information covered by this Agreement which constitutes the work product of counsel, consultants, expert witnesses, or the PRP shall not be returned but shall maintain confidentiality status. However, if before the expiration of the 60 days the United States has filed in Federal court a cost recovery action for the Helena Chemical Company Superfund site, naming the PRP as a party, the PRP and its counsel, consultants, and expert witnesses may retain the information. Such retention shall be governed by the provisions of this Agreement until entry of a protective

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order governing the information.

For the Helena Chemical Company:

Dated: 4/5/2001

Kim K. Burke

Kim K. Burke, Esq.
Taft, Stettinius & Hollister
1800 Firststar Tower
425 Walnut Street
Cincinnati, OH 45202-3957
(513) 381-2838
(513) 381-0205 (fax)

and

Dated: 4/4/01

J. Steven Justice

J. Steven Justice
Taft, Stettinius & Hollister
1800 Firststar Tower
425 Walnut Street
Cincinnati, Ohio 45202-3957
(513) 381-2838
(513) 381-0205 (fax)

FOR THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY:

Dated: 4/9/01

By: Mary C. Johnson

Mary C. Johnson
Assistant Regional Counsel
United States Environmental Protection Agency
Region IV
61 Forsyth Street, 13th Floor
Atlanta, Georgia 30303
(404) 562-9526
(404) 562-9664 (fax)

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ANNEX 1

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
AGREEMENT REGARDING CONFIDENTIALITY OF BUSINESS

for the

HELENA CHEMICAL COMPANY SUPERFUND SITE
FAIRFAX, ALLENDALE COUNTY, SOUTH CAROLINA

LIST OF CONTRACTORS

1. ICF Technology, Inc. (Contract #68-01-7456)
2. ICF Technology, Inc. (Contract #68-01-0135)
3. NUS (Contract #68-0107346)
4. Dept. of Interior (Contract #DW14377401)
5. Techlaw - NEIC (Contract #68-01-7369)
6. SC Dept. of Health and Env. Control (Contract #483801)
7. Roy F. Weston, Inc. (Contract #68-WO-0036)
8. CDM (Contract #68-01-7331)
9. Dept. of Interior (Contract #DW14945556)

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ANNEX 2

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
AGREEMENT REGARDING CONFIDENTIALITY OF BUSINESS INFORMATION

for the

HELENA CHEMICAL COMPANY SUPERFUND SITE
FAIRFAX, ALLENDALE COUNTY, SOUTH CAROLINA

The undersigned is currently working at _____

_____ which is located at _____

_____. During the past year the undersigned has been employed or otherwise engaged by the following companies located at the corresponding addresses:

(1) _____

(2) _____

The undersigned hereby acknowledges that he/she has read the foregoing Agreement Regarding Confidentiality of Business Information ("Agreement") executed by the parties involved in settlement of the Government's claim concerning the Helena Chemical Company Superfund site, understands the terms thereof, and agrees to be bound by such terms. The undersigned understands that disclosure of information which has been designated as confidential by the submitter of that information may cause substantial harm to the affected business' competitive position. Accordingly, among other responsibilities, the undersigned shall only share such information with persons specifically authorized to receive the information pursuant to the Agreement, shall retain the information in a secure manner, and shall use such information only for the purposes authorized by the Agreement. The undersigned understands that the pledge of confidentiality under this Confidentiality Agreement continues after any lawsuit associated with the settlement negotiations is over. Furthermore, the undersigned understands that a breach of the Agreement may subject him/her to civil claims for damages and to criminal prosecution under 42 U.S.C. § 9604(e)(7)(B).

Dated: _____ Signed: _____

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ANNEX 2

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

AGREEMENT REGARDING CONFIDENTIALITY OF BUSINESS INFORMATION

for the

HELENA CHEMICAL COMPANY SUPERFUND SITE
FAIRFAX, ALLENDALE COUNTY, SOUTH CAROLINA

The undersigned is currently working at Nihill & Rudley PC
which is located at Cuevas Center, Ste 720 B, Ashe

in 1987. During the past year the undersigned has been
employed or otherwise engaged by the following companies located
at the corresponding addresses:

- (1) Nihill & Rudley since 1987
(2) _____

The undersigned hereby acknowledges that he/she has read the foregoing Agreement Regarding Confidentiality of Business Information ("Agreement") executed by the parties involved in the settlement of the Government's claim concerning the Helena Chemical Company Superfund site, understands the terms thereof, and agrees to be bound by such terms. The undersigned understands that disclosure of information which has been designated as confidential by the submitter of that information may cause substantial harm to the affected business' competitive position. Accordingly, among other responsibilities, the undersigned shall only share such information with persons specifically authorized to receive the information pursuant to the Agreement, shall retain the information in a secure manner, and shall use such information only for the purposes authorized by the Agreement. The undersigned understands that the pledge of confidentiality under this Confidentiality Agreement continues after any lawsuit associated with the settlement negotiations is over. Furthermore, the undersigned understands that a breach of the Agreement may subject him/her to civil claims for damages and to criminal prosecution under 42 U.S.C. § 9604(e) (7) (B).

Dated: 4-26-01

Signed: _____

Raymond F. Dowell